

Public Works and Government  
Services CanadaTravaux publics et Services  
gouvernementaux Canada**PURCHASING OFFICE - BUREAU DES ACHATS**

Canada Border Services Agency  
Finance and Corporate Management Branch  
Strategic Procurement Division  
355 North River Road  
Ottawa, ON

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**

Corporate Fleet Services  
16 Westminster Avenue North  
Suite 302  
Montreal-West, QC

PWGSC-TPSGC 9400-4 (02/2014)

Clear Data - Effacer les données

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File No. - N° de dossier			
Date of Contract - Date du contrat 2019-06-13			
Contract No. - N° du contrat 2020000546			
Client Reference No. (optional) - N° de référence du client (facultatif) 1000347392			
Financial Code(s) - Code(s) financier(s)			
Duty - Droits <input checked="" type="checkbox"/> Included Inlus <input type="checkbox"/> Excluded En sus		Applicable Taxes / Taxes applicables <input type="checkbox"/> Included Inlus <input checked="" type="checkbox"/> Excluded En sus	
FOB - FAB			
Destination Adam Clarke Canada Border Services Agency 355 North River Road Ottawa, ON Adam.Clarke2@cbsa-asfc.gc.ca			
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :  Canada Border Service Agency vendors-fournisseurs@cbsa-asfc.gc.ca			
Address inquiries to: - Adresser toute demande de renseignements à :  Christina Granda Christina.Granda@cbsa-asfc.gc.ca			
Area code and Telephone No. Code régional et N° de téléphone 343-291-6223		Facsimile No. N° de télécopieur	
Total estimated cost - Coût total estimatif  \$21,500.00			
For the Minister - Pour le Ministre <b>CLEROUX NANCY</b> <small>Digitally signed by CLEROUX NANCY DN: cn=ca, o=gc, ou=ccze-adrc, ou=PERSONNEL, cn=CLEROUX NANCY, serialNumber=2015212231102458 Date: 2019.06.13 10:01:54 -04'00'</small>			

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **6.1 Security Requirements**

The following security requirements (SRCL and related clauses) apply and form part of the Contract.

#### ***Security Requirement for Canadian Supplier: Public Works and Government Services Canada File #Common-Professional Services Security Requirement Check List #6***

1. The Contractor/Offeree must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeree personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. The Contractor/Offeree must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeree must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeree must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C.
  2. Industrial Security Manual (Latest Edition)

### **6.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services 9.14 Subject Matter Expert for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from contract award to September 30, 2019 inclusive.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Canada Border Services Agency  
355 North River Road, Ottawa, ON

Christina Granda  
343-291-6639  
[Christina.Granda@cbsa-asfc.gc.ca](mailto:Christina.Granda@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

Canada Border Services Agency  
355 North River Road, Ottawa, ON

Adam Clarke  
613-854-9769  
[Adam.Clarke2@cbsa-asfc.gc.ca](mailto:Adam.Clarke2@cbsa-asfc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

514-735-9392  
[Consulting@cfleets.com](mailto:Consulting@cfleets.com)

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of **\$21,500.00**. Customs duties are included and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,500.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the

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Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **6.8 Method of Payment – Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## **6.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

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## 6.10 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

## 6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180025/123/ZT; and
- (h) the Contractor's bid dated May 22, 2019.

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### **6.15 Basis for Canada's Ownership of Intellectual Property**

The Canada Border Services Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **6.16 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **6.17 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

### **6.18 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.



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4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 6.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 6.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

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(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



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## ANNEX "A"

### STATEMENT OF WORK

<b>TITLE</b>	Development of Fleet Standard for Canada Border Services Agency (CBSA)
<b>OBJECTIVE</b>	Development and refinement of the CBSA Fleet Management Standard is required as part of Management Accountability Framework (MAF) requirements by Treasury Board Secretariat (TBS) and for CBSA's operational purposes.
<b>BACKGROUND</b>	CBSA requires a Fleet Management policy instrument in order to comply with TBS policies. The CBSA Minister (President) is required to have an instrument in place to ensure that guidelines are followed. The CBSA has not had a policy instrument for many years and it is required to have one in place.
<b>SCOPE</b>	The contracted resource(s) must review the current DRAFT CBSA Fleet Management Standard and indicate the inconsistencies from the two (2) documents that will be provided from Health Canada and the Royal Canadian Mounted Police (RCMP) and ensure that all references to TBS, Public Services and Procurement Canada (PSPC) and Canada Revenue Agency (CRA) are up to date. The contracted resource(s) must provide CBSA with a DRAFT Standard Version 2 (built from the original draft) by the contract end date.
<b>TASKS</b>	<p>The contractor must:</p> <ul style="list-style-type: none"> <li>• Take part in a kick off meeting with the Project Authority to confirm the proposed workplan;</li> <li>• Develop the current policy instrument on Fleet Management;</li> <li>• Review and adopt other government departments' or agencies' standards as required, and incorporate applicable items into CBSA's Fleet Management Standard;</li> <li>• Ensure that TBS, PSPC and CRA's current policies, instruments and acts are incorporated into the document;</li> <li>• Ensure that the document is consistent;</li> <li>• Attend, via teleconference, consultations with various internal stakeholders and working groups;</li> </ul>
<b>CONSTRAINTS</b>	Provide a DRAFT version 2 of the CBSA Fleet Management Standard in Microsoft Word (Max 15 MB) format to be sent via email to <a href="mailto:Adam.Clarke2@cbsa-asfc.gc.ca">Adam.Clarke2@cbsa-asfc.gc.ca</a> and <a href="mailto:Blair.Hurd@cbsa-asfc.gc.ca">Blair.Hurd@cbsa-asfc.gc.ca</a> by the contract end date

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<b>CLIENT SUPPORT</b>	Translation of the document into French will not be required. Health Canada and RCMP policies will be provided as reference documents in .pdf format.
<b>SCHEDULE AND COSTS</b>	The contracted resource(s) must attend various meetings via teleconference. Travel will not be required for the contractor.
<b>DELIVERABLES</b>	Provide a DRAFT Version 2 CBSA Fleet Management Standard by the contract end date..  All deliverables are subject to the review and acceptance of the Project Authority prior to payment.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

The Contractor will be paid for its costs reasonably and properly incurred for the performance of the Work outlined in Annex A, Statement of Work, to a limitation of expenditure of **\$21,500.00**. Customs duties are included and Applicable Taxes are extra.

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- d. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- e. all such documents have been verified by Canada;
- f. the Work delivered has been accepted by Canada.

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## ANNEX "C"

### SECURITY REQUIREMENTS CHECK LIST

Gouvernement du Canada / Government of Canada		Control Number / Numéro de contrôle Security Classification / Classification de sécurité
<b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVS)</b> <b>SECURITY REQUIREMENTS CHECK (LST) (SRC)</b>		
<b>1. Originating Government / Origine du gouvernement</b> Ministère des Services Frontaliers <b>Canada Border Services Agency</b>		<b>2. Branch or Directorate / Direction ou Direction</b> CFS (Corporate Fleet Services) / Service des Flottes d'Avions 302 Montreal-West TSN 421 514-735-5392
<b>3. a. Subcontract Number / Numéro de sous-traitance</b> Develop Fleet Management Standard for CBSA		<b>3. b. Name and Address of Subcontractor / Nom et adresse du sous-traitant</b> CFS (Corporate Fleet Services) / Service des Flottes d'Avions 302 Montreal-West TSN 421 514-735-5392
<b>4. Brief description of work / Brève description du travail</b> Develop Fleet Management Standard for CBSA		
<b>5. a. Will the supplier / fournisseur be required to provide / fournir the following / les renseignements suivants?</b> La personne qui fournira les renseignements suivants est-elle soumise à la Loi sur l'accès à l'information?		
<b>5. b. Will the supplier / fournisseur be required to provide / fournir the following / les renseignements suivants?</b> La personne qui fournira les renseignements suivants est-elle soumise à la Loi sur l'accès à l'information?		
<b>6. Indicate the type of access required / Indiquer le type d'accès requis</b>		
<b>6. a. Will the supplier / fournisseur be required to provide / fournir the following / les renseignements suivants?</b> La personne qui fournira les renseignements suivants est-elle soumise à la Loi sur l'accès à l'information?		
<b>6. b. Will the supplier / fournisseur be required to provide / fournir the following / les renseignements suivants?</b> La personne qui fournira les renseignements suivants est-elle soumise à la Loi sur l'accès à l'information?		
<b>6. c. Will the supplier / fournisseur be required to provide / fournir the following / les renseignements suivants?</b> La personne qui fournira les renseignements suivants est-elle soumise à la Loi sur l'accès à l'information?		
<b>7. Indicate the type of information / Indiquer le type d'information</b>		
<b>7. a. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. b. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. c. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. d. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. e. Complete instructions / Renseignements relatifs à la sécurité</b>		
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<b>7. g. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. h. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. i. Complete instructions / Renseignements relatifs à la sécurité</b>		
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<b>7. k. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. l. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. m. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. n. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. o. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. p. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. q. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. r. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. s. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. t. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. u. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. v. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. w. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. x. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. y. Complete instructions / Renseignements relatifs à la sécurité</b>		
<b>7. z. Complete instructions / Renseignements relatifs à la sécurité</b>		

758 977 555-1311/555-1311

Security Classification / Classification de sécurité

Canada



Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client  
1000347392

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME  
2020000546

**Government of Canada / Gouvernement du Canada**

**Contract Number / Numéro du contrat**  
**Security Classification / Classification de sécurité**

**PROTECT / PROTÉGER**  
It is the responsibility of the contractor to ensure that the information and documents are protected in accordance with the requirements of the contract.  
Il est la responsabilité du contractant de s'assurer que l'information et les documents sont protégés conformément aux exigences du contrat.

**CLASSIFIED / CLASSIFIÉ**  
It is the responsibility of the contractor to ensure that the information and documents are classified in accordance with the requirements of the contract.  
Il est la responsabilité du contractant de s'assurer que l'information et les documents sont classifiés conformément aux exigences du contrat.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Language / Langue	PROTECT / PROTÉGER			CLASSIFIED / CLASSIFIÉ			NATO										
	A	B	C	Confidential / Confidentiel	Secret / Secret	Top Secret / Très Secret	SECRET / SECRET	TOP SECRET / TRÈS SECRET	SECRET / SECRET	TOP SECRET / TRÈS SECRET	SECRET / SECRET	TOP SECRET / TRÈS SECRET	SECRET / SECRET	TOP SECRET / TRÈS SECRET	SECRET / SECRET	TOP SECRET / TRÈS SECRET	
Information / Informations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Documents / Documents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Media / Média	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment / Équipement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Q1: Is the description of the work contained within the PROTECT and/or CLASSIFIED sections?**  
La description du travail contenue dans les sections PROTÉGER et/ou CLASSIFIÉ est-elle présente?  
If Yes, classify this form by inserting the top and bottom in the area marked "Security Classification".  
Si Oui, classifiez ce formulaire en insérant le haut et le bas dans la zone marquée "Classification de sécurité".

**Q2: Is the document attached to the PROTECT and/or CLASSIFIED sections?**  
Le document attaché est-il présent dans les sections PROTÉGER et/ou CLASSIFIÉ?  
If Yes, classify this form by inserting the top and bottom in the area marked "Security Classification".  
Si Oui, classifiez ce formulaire en insérant le haut et le bas dans la zone marquée "Classification de sécurité".

**Security Classification / Classification de sécurité**

**Canada**



Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

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1000347392

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2020000546



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

<b>PART D - AUTHORIZATION / PARTISSE D - AUTHORIZATION</b>			
15. Organizing Project Authority / Comité de projet de l'organisme Name (s) / Nom en lettres majuscules Adam Clarke		Title / Titre Manager, Material Management	
Telephone no. / N° de téléphone (513) 854-9700		E-mail address / Adresse courriel adam.clarke@csis-asfc.gc.ca	
16. Organizing Security Authority / Responsable de la sécurité de l'organisme Name (s) / Nom en lettres majuscules Zedw leso		Title / Titre Sr. Sec. Advisor	
Telephone no. / N° de téléphone 243 991 7744		E-mail address / Adresse courriel 19/06/10	
17. Are the activities authorized in p. Security Guide, Security Classification Guide attached? (Les activités autorisées en p. Guide de sécurité, Guide de classification de la sécurité sont-elles jointes?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
18. Procurement Officer / Agent d'approvisionnement Name (s) / Nom en lettres majuscules		Title / Titre	
Telephone no. / N° de téléphone		E-mail address / Adresse courriel	
19. Organizing Security Authority / Responsable de la sécurité de l'organisme Name (s) / Nom en lettres majuscules		Title / Titre	
Telephone no. / N° de téléphone		E-mail address / Adresse courriel	

Security Classification / Classification de sécurité
--

Canada

Canada Border  
Services AgencyAgence des services  
frontaliers du Canada**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
355 North River Road, Tower B 17<sup>th</sup> floor  
Ottawa, ON K1A 0L8  
Agence des services frontaliers du Canada  
355 rue North River, Tour B 17<sup>ème</sup> étage  
Ottawa, ON K1A 0L8

**Title — Sujet:****ProServices – Level 3 Staffing Consultant****Contract No. — No du contrat:**

2020000487

**Contract — Contrat**

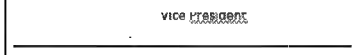

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**D.D.P. — D.D.P.:**

Destination of Goods, Services, And Construction —  
Destination des biens, services et construction  
See herein — voir aux présentes

**Invoices to be sent to — Factures Envoyer à :**[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

<b>The Vendor/Firm hereby accepts/acknowledges this contract — fournisseur/entrepreneur accepte/accuse réception du présent contrat :</b>  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">               Signature         </div> <div style="text-align: center;">             June 14, 2019              Date         </div> </div>	<b>Contracting Authority — Autorité contractante :</b> <b>Nancy Savaria</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Telephone No. — No de telephone:</b>              ( 343 ) 291-5693         </div> <div style="width: 35%;"> <b>Fax No. — No de télécopieur :</b>              ( )         </div> </div> <b>E-Mail Address — Courriel:</b> <a href="mailto:nancy.savaria@cbsa-asfc.gc.ca">nancy.savaria@cbsa-asfc.gc.ca</a>	
<b>Name, title of person authorized to sign (type or print) — Nom et titre du signataire autorisé (caractère d'impression)</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):</b>              \$25,000.00         </div> <div style="width: 35%;"> <b>Currency Type – Genre de devise :</b>              CAD         </div> </div>	
<b>Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :</b>  EPSI A-1020 boulevard Saint-Joseph Gatineau Québec J8Z 1T3 T : 1.866.771.9078 F : 1.819.771.7590 Attn: Attn:  Email: @epsi-inc.com Email: @epsi-inc.com	<b>Signed for the President by — Signé pour le Président par :</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="text-align: center;">               Signature         </div> </div> <div style="width: 35%;">             Digitally signed by              SAVARIA NANCY              Date: 2019.06.10              15:48:44 -04'00'         </div> </div> <b>Name and Position Title — Nom et Titre du poste</b>  Nancy Savaria Senior Procurement Officer Canada Border Services Agency	



The clauses and conditions from Supply Arrangement **E60ZT-180025/261/ZT** and the following terms and conditions apply to and form part of any contract resulting from the bid solicitation.

## 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A and technical proposal dated April 18, 2019.

## 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

2010B (2018-06-21) General Conditions (Medium Complexity), with the following modifications, will apply to and form part of this Contract.

### 2.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

## 3. Security Requirement

Common SRCL #9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **Protected B**, issued by the Canadian Industrial Security Directorate(CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **Protected B**
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex
  2. Industrial Security Manual (Latest Edition)

## 4. Term of Contract

### 4.1 Period of the Contract

The Work is to be performed from date of contract award to **March 31<sup>st</sup>, 2020**.

## 5. Authorities

### 5.1 User Department Contracting Authority

The Contracting Authority for the Contract is:

Nancy Savaria



Senior Contracting and Procurement Officer  
Comptrollership Branch  
Canada Border Services Agency  
355 N. River Road  
Ottawa, Ontario, K1A 0L8

Tel: 343-291-5693

Email: [nancy.savaria@cbsa-asfc.gc.ca](mailto:nancy.savaria@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **5.2                    Project Authority**

The Project Authority for the Contract is:

Dave Beech  
Executive Director  
Information, Science and Technology Branch  
Canada Border Services Agency  
Ottawa, ON  
K1A 0L8

Tel: 343-291-6656

Email: [dave.beech@cbsa-asfc.gc.ca](mailto:dave.beech@cbsa-asfc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## **5.3                    Contractor's Representative**

As identified on page 1 of the contract

## **6.    Payment**

### **6.1                    Basis of Payment – Ceiling Price**

For the Work described of the Statement of Work in Annex A :

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a ceiling price of **\$25,000.00** Customs duties are included and Applicable Taxes are included

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## **7.    Method of Payment – Monthly Payment**



Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **8. Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## **9. Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## **10. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **11. Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with



any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **12. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

## **13. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-180025/261/ZT; and
- (f) the Contractor's bid dated on April 18, 2019.

## **14. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## **15. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## **16. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.





2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## **17. Limitation of Liability – Information management/Information Technology**

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### **b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).



- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**18. Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:



"[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. TITLE**

CS-05 selection process - online assessment tools and services for the Canada Border Services Agency (CBSA)

#### **2. REQUIREMENT**

The Canada Border Services Agency (CBSA) has a requirement for a Staffing Consultant Level 3 to provide an online assessment tools (web-based) as well as related assessment services for the CS-05 assessment of competencies.

The online assessment tools (web-based) provided by the provider and accompanying consulting services will support CBSA in streamlining the selection process and improving its quality.

#### **3. SCOPE OF WORK**

The scope of work is structured into the following 3 phases:

##### **a. Phase 1- Standardized Assessment**

The current CS-05 pool consists of 42 candidates. The scope of this phases is the provision of the standardized assessment for the 42 candidates.

##### **b. Phase 2- Structured Interview Services**

The scope of phase 2 is defined at the end of Phase 1 and is contracted for via Task Authorization (TA). CBSA will select the required elements for this phase taking into account the number of candidates that have passed Phase 1. Phase 2 potential elements are:

1. Development of a Structured Interview;
2. Participate as an Expert

##### **c. Phase 3- Reference Check / 360 Smart Assessment**

The scope of phase 3 is defined at the end of Phase 2 and is contracted for via TA. CBSA will select the required elements for this phase taking into account the number of candidates that have passed Phase 2. Phase 3 potential elements are:

1. Reference Check Services
  - i. Option 1 - Online Reference Check; or
  - ii. Option 2 - Traditional Reference Check;
2. 360 Assessment Services
  - iii. Development of a the 360 Assessment;
  - iv. Participate as an Expert.

#### **4. TASKS**

##### **4.1 Standardized Assessment**

- a. The Contractor must provide standardized assessment that incorporates online assessment and the latest psychometric and HR best practices;
- b. The assessment must include the Business Options In-Basket. The Business Options In-Basket assesses the candidate's ability to adequately react in writing to work situations. These scenarios contain letters, briefing notes, and short reports



on subjects such as the fiscal year and human resources management; and

- c. The assessment must include the measurement of key leadership competencies in the following areas:
  - Create Vision and Strategy;
  - Mobilize People;
  - Achieve Results, and;
  - Ability to communicate effectively in writing.

## 4.2 Structured Interview

### 4.2.1 Development of a Structured Interview

- a. The Contractor must develop a structured interview in French and English that is reflective of CBSA's organizational context and nature of the CS-05 position, including competencies and other essential qualifications as identified in the Statement of Merit Criteria (SoMC). This process includes:
  - i. Identify the essential qualifications (competencies) and develop situational and/or behavioral questions that reflect the competencies being assessed;
  - ii. Develop detailed and instructive instructions for the candidates and the board members (this includes identifying the preparation, interview and consensus time); and
  - iii. Develop a detailed and descriptive rating guide that accurately reflects the competencies being assessed, the context of the question, and the indicators related to the expected responses.

### 4.2.2 Participation as an Expert: (Optional)

- a. The Contractor must be able to participate as an expert on the selection board during the structured interview process;
- b. The Contractor must act as an objective assessor, taking notes and providing clarification and advice to the selection board members when needed; and
- c. The Contractor must take detailed notes, document results, and input the results into the appropriate forum.

## 4.3 Reference Checks (Optional)

### 4.3.1 Development of a Reference Check

- a. The contractor must develop a reference check guide in French and English that facilitates descriptive and informative reference checks; and
- b. The reference check guide must include the competency definition, behavioral indicators and/or expected answers, referee prompting questions, and a clear rating scale.

### 4.3.2 Online Reference Check Option

The Contractor must provide the option for conducting the reference checks online using the Contractor's web-based platform.

### 4.3.3 Traditional Reference Check Option

The Contractor must provide the option for scheduling and conducting the reference checks over the phone.

## 4.4 360 Smart Assessment (Optional)

- a. The Contractor must provide 360 Smart Assessments to assess an individual's work-related competencies and performance. This information includes feedback from a



candidate's manager, their colleagues, employees, as well as the self-assessment from the individual themselves; and

- b. The 360 Smart Assessment must be integrated and administered on the Contractor's online testing platform to provide standardization and efficiency throughout the administration process.

#### 4.5 Project Management

The Contractor must provide the project management aspects associated with the delivery of the SOW tasks and the provision of the Contractor's online testing platform service.

#### 4.6 Translations (Optional)

The Contractor must provide document translation as and when required.

#### 4.7 Platform Requirements

- a. The Contractor must provide a bilingual web-based platform capable of securely delivering agency built assessment tools as well as standardized assessment tools to candidates electronically anywhere in the world. E-mail is not considered sufficient;
- b. The Contractor must have a system that allows users to navigate the pages of the website and take the test in the language of their choice and to be able to switch back and forth between the two Canadian official languages at any time;
- c. The Contractor must have a system that is compatible with various operating systems, browsers and different internet connections, hardware and speeds, including MAC;
- d. The Contractor must be able to provide CBSA with reports or documents in the Microsoft Suite operating systems (Excel, Access, and Word);
- e. The contractor must have a system that can track candidate activity while testing is on-going;
- f. The Contractor must have a system that has the capability to automatically disconnect a candidate from the testing platform if they are trying to access other sources of information from web browsers, other sources of electronic information and/or external devices;
- g. The Contractor must have a system that is able to determine why a candidate has been removed from the testing platform as well as provide the candidate with the ability to explain the situation;
- h. The Contractor must have a system that allows candidates to log back-in in the case of system failure allowing for quick resumption of the exam within specified exam time with start and stop times tracked;
- i. The Contractor must have a system that has a testing environment that allows candidates to ensure no technical issues exist prior to the examination commencing via a practice test or connectivity test;
- j. The Contractor must have a system that is compatible with bandwidth internet connection as low as ISDN (512Kb);
- k. The Contractor must have a system with a testing environment that allows candidates to ensure no technical issues exist prior to the examination commencing via a practice test or connectivity test;
- l. The Contractor must have a system that is able to integrate many different





types of tests (in-basket, situational judgment tests, written exams, knowledge test, etc.);

- m. The Contractor must have a system that allows for some customization in order to represent CBSA's trademark and CBSA general look and feel with respect to the CBSA communication policy;
- n. The Contractor must have a system that allows an unlimited number of access accounts to accommodate large numbers of candidate assessments at one time;
- o. The Contractor must have a system that can produce multiple types of reports to provide CBSA with the information it is seeking, including status reports giving overview and details of candidate progress, activity and results;
- p. The Contractor must perform regular maintenance and monitoring, including back-ups, on their hardware, software and infrastructure so as to prevent vulnerabilities from being exposed to threats and potential risks, and protect the integrity of information and results; and
- q. The Contractor must have a system that tracks the user's activity (e.g. a pass code allowing them to know that a user has logged on to write a test).

#### 4.8 Service Support Requirements

- a. The Contractor must provide all services, technical and administrative support and documentation to candidates, administrators, clients, in both official languages of Canada;
- b. During any testing period, the Contractor must be capable of providing an ongoing technical support mechanism, in both official languages for the entirety of the testing period;
- c. The Contractor must be able to provide technical support for the web-based platform to candidates, client's administrators and scoring managers, in both official languages and in multiple formats (ie: e- mail and/or telephone);
- d. The Contractor must have the capacity to provide advice and guidance to the CBSA on how best to use its system when it comes to integrating CBSA based tests if required;
- e. The Contractor must be able to provide accommodation services on the standardized and custom web based exams provided as prescribed by the Public Service Commission of Canada. (see link for accommodation requirements: <http://www.tbs-sct.gc.ca/psm-fpfn/ve/dee/dorf-eng.asp>;
- f. The Contractor must have its own suite of standardized assessment tools that can be delivered on the platform;
- g. The Contractor must be capable of providing training, in both Canadian official languages, to CBSA employees on the purpose and use of any systems and/or tools being used;
- h. The Contractor must provide support and assistance to CBSA on any issue related to the system and/or tools being used; and
- i. The Contractor must defend any challenges/complaints, when allegations/complaints are directly linked to the web-based platform and/or tools provided.

#### 4.9 Security Requirements

- a. The Contractor's IT infrastructure must be secure and have safeguards to protect candidate information, tests and test results. These safeguards must be in accordance



with GoC IM/IT security and privacy standards which can be found within the Treasury Board Policy on Government Security: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27122>;

- b. The Contractor must not use or disclose any of the candidate information (candidate name and email) provided by the CBSA or assessment material for any purpose. The candidate information, assessment material and results are the property of the Crown and any request to use the information for purposes, other than indicated above, must be requested in writing and have prior Project Authority approval;
- c. The system must use at a minimum Government of Canada (GoC) standard firewall and intrusion detection capabilities;
- d. The system must be password protected and generate pass codes for individual users and perform an authentication prior to the test beginning. The system must allow candidates to login via secure individualized login and password; and
- e. The Contractor must administer, deliver and monitor standardized and custom web based exams on a secure and protected web based platform for identified selection processes.

## **5. CLIENT SUPPORT**

- a. The CBSA team will provide an occasional workspace for the Contractor's resources to carry out the expectations set out in this SOW; and
- b. No CBSA user ID is required as the resource will provide finished deliverables to the CBSA team.

## **6. DELIVERABLES**

- c. The Contractor must provide online access for up to 42 candidates to the Contractor's web-based platform and assessment tools during CS-05 selection process;
- d. The Contractor must provide multiple types of reports (when required) to provide the Agency with the information it is seeking, including status reports giving overview and details of candidate progress, activity and results; and
- e. The Contractor must provide the Technical Support outlined in tasks.

## **7. CONSTRAINTS**

The contractor must comply with CBSA internal security policies, directives, standards, and guidelines at all times during the contract.

## **8. REPORTING AND COMMUNICATION**

Timesheets are to be provided weekly or monthly depicting hours worked on a daily basis; and

It is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority. Status updates, verbal or written, may be requested by the Technical Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor is to



immediately notify the Technical Authority of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

#### **9. LOCATION OF WORK**

- a. CBSA regular working hours are Monday to Friday, between 7 a.m. to 6 p.m. Eastern Time (Standard Workday);
- b. The Contractor must operate from and use their facilities, equipment, assessment tools, web-based platform, and software to perform most of the work;
- c. Some of the work will be performed at the CBSA location at Vanier Towers, 333 River Road, Ottawa, ON; and
- d. No travel outside of the National Capital Region (NCR) is anticipated.

#### **10. LANGUAGE OF WORK**

The proposed resource will be required to perform the work in English and French. Every individual proposed in its bid must be English and French and must be able to communicate orally and in writing without any assistance and with minimal errors.

[http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng#b](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng#b)



## ANNEX "B"

### BASIS OF PAYMENT

#### 1 Contract Period (From Date of contract award to March 31<sup>st</sup>, 2020)

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

##### 1.1 Labour

The Contractor will be paid all-inclusive fixed time rates as follows:

Phase 1: Firm and predefined scope

Phase 1 – Costing table 1				
Elements	Activity	Estimated No. of Units	Cost	Total
Standardised Assessment	Administration of the Business Option In-Basket (includes written communication scoring)	candidates	\$	\$6,090.00
Other	Project Management		\$	\$295.00
TOTAL COST				\$6,385.00

#### Phase 2: Scope is defined at the end of Phase 1

Phase 2 – Costing Table 2				
Elements	Activity	Estimated No. of Units	Cost	Total
Structure Interview	Development of a structured interview		\$	2360.00
	Structured Interview Document Translation (based on number of words)	To be determined following completion of Phase 1	\$ per word	\$220.00
	Participation in the Structured Interview (based on number of candidates)	To be determined following completion of Phase 1	\$	TBD
Other	Project Management		\$	\$590.0
TOTAL COST				TBD



**Phase 3: Scope is defined at the end of Phase 2**

Phase 3 – Costing Table 3				
Elements	Activity	Estimated No. of Units	Cost	Total
<b>Reference Check Services: Option A- Traditional Reference Check</b>	Development of the Reference Check Guide		\$ [REDACTED]	\$590.00
	Assessment Translation (based on number of words)	To be determined following completion of Phase 2	\$ [REDACTED] per word	TBD
	Coordination and follow- up to ensure efficient reference check process	To be determined following completion of Phase 2	\$ [REDACTED]	TBD
	Administration of the Reference Check (based on number of candidates and number of references each)	To be determined following completion of Phase 2	\$ [REDACTED]	TBD
<b>Reference Check Services: Option B- Online Reference Check</b>	Development of the Reference Check Guide		\$ [REDACTED]	\$590.00
	Assessment Translation (based on number of words)	To be determined following completion of Phase 2	\$ [REDACTED] per word	TBD
	Integration of the Reference Check Guide onto the Online Testing Platform		\$ [REDACTED]	\$1,770.00
	Coordination and follow- up to ensure efficient reference check process		\$ [REDACTED]	\$590.00



	Administration of the Reference Check (based on number of candidates)	To be determined following completion of Phase 2	\$	TBD
<b>360 Smart Assessment Option</b>	Development of the 360 Smart Assessment		\$	\$1,180.00
	Assessment Translation (based on number of words)	To be determined following completion of Phase 2	\$ per words	TBD
	Administration of the 360 Smart Assessment (based on number of candidates)	To be determined following completion of Phase 2	\$	TBD
<b>Other</b>	Project Management		\$	\$590.00
<b>Total Cost</b>				<b>TBD</b>

**Total value for all three phases must not exceeds \$25,000.00 including HST**

## 1.2 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

## 2. Good and Services tax (GST) / Harmonized Sales Tax (HST)

1. All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.
2. The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.





## ANNEX "C" SECURITY REQUIREMENT CHECK LIST (SRCL)



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

1000347459

Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Border Services Agency (CBSA)		2. Branch or Directorate / Direction générale ou Direction Information, Science and Technology Branch (ISTB)
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description du travail Provider and administrator of online assessment tools (web-based) as well as related assessment services for the CS-D5 assessment of competencies.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
1000347459

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

☒ No / Non ☐ Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☐ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGHT  
TRÈS SECRET - SIGHT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No / Non ☐ Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No / Non ☐ Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☐ No / Non ☒ Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No / Non ☐ Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No / Non ☐ Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☐ No / Non ☒ Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No / Non ☐ Yes / Oui

Security Classification / Classification de sécurité



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada



Gouvernement  
du Canada

Contract Number / Numéro du contrat

1000347459

Security Classification / Classification de sécurité

**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret	
											A	B	C				
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000347459
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Dave Beach		Title - Titre Executive Director, ESD	Signature 
Telephone no. - N° de téléphone (343) 291-6656	Facsimile - Télécopieur	E-mail address - Adresse courriel Dave.Beach@cbsa-asfc.gc.ca	Date 2019-05-13
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) STEPHANE LAFORTUNE		Title - Titre TEAM LEADER	Signature 
Telephone no. - N° de téléphone 343-291-2226	Facsimile - Télécopieur 343-291-7778	E-mail address - Adresse courriel STEPHANE.LAFORTUNE@CBSA-ASFC.GC.CA	Date 2019-05-13
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorisé contractant en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date

Public Works and Government  
Services CanadaTravaux publics et Services  
gouvernementaux Canada**PURCHASING OFFICE - BUREAU DES ACHATS**

Canada Border Services Agency  
Strategic Procurement Division  
Vanier Towers  
355 North River Road  
Ottawa, ON

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor**  
**Nom et adresse de l'entrepreneur**

Intergage Consulting Group Inc.  
251 Laurier Avenue West  
Suite 900  
Ottawa, ON  
K1P 5J6

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File No. - N° de dossier	
Date of Contract - Date du contrat <b>2019-08-13</b>	
Contract No. - N° du contrat <b>2020000975</b>	
Client Reference No. (optional) - N° de référence du client (facultatif) <b>1000348030</b>	
Financial Code(s) - Code(s) financier(s)	
Duty - Droits <input checked="" type="checkbox"/> Included Inlus <input type="checkbox"/> Excluded En sus	Applicable Taxes / Taxes applicables <input checked="" type="checkbox"/> Included Inlus <input type="checkbox"/> Excluded En sus
FOB - FAB	
Destination <b>Tony Utano</b> <b>Canada Border Services Agency</b> <b>355 North River Road</b> <b>Ottawa, ON</b> <b>K1A 0L8</b>	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : <b>Canada Border Service Agency</b> <b>vendors-fournisseurs@cbsa-asfc.gc.ca</b>	
Address inquiries to: - Adresser toute demande de renseignements à : <b>Christina Granda</b> <b>Christina.granda@cbsa-asfc.gc.ca</b>	
Area code and Telephone No. Code régional et N° de téléphone <b>343-291-6223</b>	Facsimile No. N° de télécopieur
Total estimated cost - Coût total estimatif <b>\$25,990.00</b>	
For the Minister - Pour le Ministre	

Canada

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1000348030

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **6.1 Security Requirements**

**6.1.2** There is no security requirement applicable to this Contract.

### **6.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services Executive Coaching for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from contract award to **December 31, 2020** inclusive.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Canada Border Services Agency  
355 North River Road, Ottawa, ON

Christina Granda  
343-291-6223  
[Christina.Granda@cbsa-asfc.gc.ca](mailto:Christina.Granda@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.5.2 Project Authority**

Canada Border Services Agency  
355 North River Road, Ottawa, ON

Tony Utano  
613-858-4710  
[Antonio.Utano@cbsa-asfc.gc.ca](mailto:Antonio.Utano@cbsa-asfc.gc.ca)

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

Contact Name:

E-mail address: [@intergage.ca](mailto:@intergage.ca)

## **6.6 Payment**

### **6.6.1 Basis of Payment**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$23,000.00. Customs duties are included and Applicable Taxes are extra.

### **6.6.2 Limitation of Expenditure**

6.6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$23,000.00. Customs duties are included and Applicable Taxes are extra.

6.6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

6.6.2.2.1 when it is 75% committed, or

6.6.2.2.2 four months before the contract expiry date, or

6.6.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **6.7 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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## 6.8 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 6.9 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 6.10 Invoicing Instructions

- 6.10.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.10.2 Invoices must be distributed as follows:
  - 6.10.2.1 The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



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## 6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

## 6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Supply Arrangement Number E60ZT-180025/197/ZT; and
- (f) the Contractor's bid dated June 4, 2019.

## 6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 6.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further

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replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 6.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 6.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 6.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

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(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 Title**

Executive Coaching Services for the Canada Border Services Agency

#### **2.0 Objective**

The Business Application Services Directorate (BASD) in the Information, Science & Technology Branch (ISTB) Canada Border Services Agency (CBSA) requires Executive Coaching resource services for the Business. These professional services will provide guidance and leadership capacity building either on an individual or group basis based on the identified needs of participants.

#### **3.0 Background**

CBSA is responsible for providing integrated services supporting national security and public safety priorities while facilitating the free flow of people and goods. CBSA manages this priority through its design, development, implementation and ongoing support of IM/IT tools and systems at the Agency, while maintaining the integrity and availability of all technology infrastructures and applications.

ISTB provides delivery of technology products, applications and services to meet business needs while investing in modern IT infrastructure to maintain, build on and innovate current and future IM/IT Agency initiatives.

Working with various partners, such as Shared Services Canada, CBSA ensures all required IM/IT initiatives are strategically aligned with operational requirements and are delivered on time, on budget and in accordance with objectives. CBSA is seeking professional services to provide critical key support for these initiatives.

BASD is working on building leadership capacity in its directorate. The intent of this initiative is to augment and build up potential future for internal resources development through the establishment of professional training, tools and strategic advice.

#### **4.0 Scope of the Work**

The Contractor must provide Executive Coaching services in the National Capital Region (NCR). The Contractor is required to assist BASD employees Executive Coaching services, which include, but are not limited to: facilitation of in-person sessions, support for on-line sessions, individual mentoring, group sessions, facilitation of action learning sets (leadership forum discussions/workshops, sharing of leadership experiences and challenges), advice and coaching on a range of management leadership issues.

#### **5.0 Tasks**

The Contractor must provide support for Executive Coaching services.

Tasks must include, but not be limited to the following:

- Conduct individual mentoring sessions with program participants to discuss various work-related issues and provide impartial advice and encouragement.

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- Provide guidance on a variety of approaches for leading, initiating and sustaining changes.
- Assist with professional development and encourage reflection on practice (action learning sets) in small groups with the intent of encouraging participants to stimulate the exchange of ideas, share their experiences and challenges.
- Delivery of in-person leadership forums/workshops and facilitate information sessions on leadership/management functional topics.
- Support and provide feedback to participants on management/leadership issues.
- Provide a variety of knowledge and experience to facilitate large, small and individual discussions/knowledge transfer.
- Manage/facilitate in various leadership sessions – brain storming, role plays and walk throughs.
- Evaluate and provide assessment for participants on future executive coaching topics.
- Provide monthly project progress reports for the duration of the contract;
- Coach, and mentor teams' members and users on best practices and provide knowledge transfer; and;
- Conduct stakeholder meetings.

## **6.0 Deliverables**

The Contractor must provide the following deliverables which must include, but are not limited to:

- Metrics on participants in the executive coaching initiative;
- Written and verbal advice;
- Knowledge transfer;
- Issues papers/Briefing Notes;
- Presentation decks and materials;
- Meeting facilitation and reports (e.g. monthly progress reports);
- Guides, manuals, reports to be disseminated to various stakeholders as required;
- Meeting agendas, schedules and minutes;
- Synthesis report of facilitated meetings;
- Activity reports;
- Conversation notes, design documentation, change management documentation, site inspection reports and other work requested.

Deliverables must be submitted in hard and soft copies in the appropriate formats (e.g. MS Project or MS Office Suite applications) as identified by the Project Authority. All electronic deliverables must comply with departmental software standards, currently MS Office Suite latest version. Where required, CBSA will provide the Contractor with the required forms and templates to meet these standards.

All documents developed and/or updated by each of the Contractor's resources must be provided to the Project Authority for review, approval and signature (as required).

All deliverables are subject to the review and approval of the Project Authority prior to payment.

The Contractor will provide all documentation and information necessary for the Work.

## **7.0 Language Requirements**

While proposed resources must be fluent in English, there may be a requirement for specific resources to be fluent in both official languages.

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## **8.0 Work Location**

The Contractor's resources will be required to work at their own location in the NCR.

## **9.0 Travel**

No travel related expenses or living expenses will be provided.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Category	Firm Hourly Rate
8.7 Leadership Development Consultant	\$

**Total Estimated Cost: \$23,000.00**

Purchasing Office — Bureau des Achats :  
Canada Border Services Agency  
355 North River Road, 17th Floor  
Ottawa, ON K1A 0L8  
Agence des services frontaliers du Canada  
355 rue North River Road, 17ième étage  
Ottawa, ON K1A 0L8

**Title — Sujet:**  
FCMB Group Processes and Work Place Assessment

**Contract No. — No du contract:**  
2020000778

### Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**D.D.P. — D.D.P.:**  
Destination of Goods, Services, And Construction —  
Destination des biens, services et construction  
See herein — voir aux présentes

**Invoices to be sent to — Factures Envoyer à :**  
vendors-fournisseurs@cbsa-asfc.gc.ca

**Contracting Authority — Autorité contractante :**  
Matthew Woods

**Telephone No. — No de telephone:**  
343-291-5726

**E-Mail Address — Courriel:**  
Matthew.Woods@cbsa-asfc.gc.ca

**Total Estimated Cost (HST incl.)  
/Coût total estimatif (TVH incl.):**  
  
\$24,238.50

**Currency Type —  
Genre de devise :**  
  
CAD

**Vendor / Firm Name and Address  
Raison sociale et adresse du fournisseur/de  
l'entrepreneur :**

Samson & Associés  
85 rue Victoria  
Gatineau, QC  
J8X 2A3

**Signed for the President by — Signé pour le Président  
par :**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Name and Position Title — Nom et Titre du poste**

Matthew Woods  
Acting Team Lead  
Strategic Procurement Division



## ProServices, Medium Complexity Resulting Contract Template (MC) For Directed Contracts below 25K

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

**Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

**1.1. Security Requirements**

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

PWGSC FILE # Common PS SRCL #2

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
4. The Contractor/Offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C

**ADDITIONAL SECURITY REQUIREMENT**

The Canada Border Services Agency will conduct its own personnel Reliability Status assessment on the recommended Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resource, the recommended Contractor must to the CBSA's Personnel Security Screening System upon request of the Contracting Authority prior to Contract Award.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the recommended Contractor and its personnel is considered suitable by the CBSA, no contract will be awarded and the recommended Contractor (specifically the Contractor personnel) shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

In the event the recommended Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the said Contractor's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

Contractor personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information\assets are kept

## **1.2. Statement of Work**

This Contract is being issued for the requirement of Professional Services FCMB Group Processes and Work Place Assessment for the *Canada Border Services Agency* under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## **1.3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **1.3.1. General Conditions**

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## **1.4. Term of Contract**

The period of the contract is from the date of contract award, ending January 15, 2020.

## **1.5. Authorities**

### **a. Contracting Authority**

The Contracting Authority for the Contract is :

Name :	Matthew Woods
Title :	Senior Procurement Officer
Organization :	Canada Border Services Agency
Address :	355 North River Road, 17 <sup>th</sup> Floor, Ottawa, Ontario K1A 0L8
Facsimile :	343-291-5726
E-mail address :	Matthew.Woods@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**b. Project Authority**

The Project Authority for the Contract is :

Name : Sarah McCormick  
Title : Manager, Business Planning and Branch Operations FCMB  
Organization : Canada Border Services Agency  
Address : 191 Laurier, 8<sup>th</sup> Floor, Ottawa, Ontario, K1A 0L8  
Telephone : 613-952-2914  
E-mail address : Sarah.McCormick@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**c. Contractor's Representative**

The Contractor's Representative for the Contract is :

Name :  
Title : Partner / Human Resources & Advisory Services  
Organization : Samson & Associés  
Address : 85 rue Victoria  
Gatineau, Quebec, J8X 2A3  
Telephone :  
E-mail address : @samson.ca

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Project Authority and contact information will be identified at the time of contract award.

**1.6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**1.7. Payment**

**1.7.1. Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm prices per deliverable as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Canada will not pay the Contractor for partially complete work.

### **1.7.2. Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

### **1.8. Method of Payment – Multiple Payments**

Canada will pay the Contractor upon completion and delivery of deliverables as outlined in Annex B, Basis of Payment and in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **1.9. Accounts and Audit**

- a) The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- b) If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- c) Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- d) The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

### **1.10. Discretionary Audit**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### **1.11. Invoicing Instructions**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor will send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location upon delivery of each deliverable:

Canada Border Service Agency – Agence des services frontaliers du Canada  
vendors-fournisseurs@cbsa-asfc.gc.ca (Preferred)  
(National Invoice Reception Unit)  
105 Rue McGill #250-01  
Montreal Quebec H2Y 2E7

### **1.12. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### **1.13. Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **1.14. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### **1.15. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2010B (2018-06-21); General Conditions - Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment
- e) Annex C, Security Requirements Check List;
- f) Supply Arrangement Number E60ZT-180027/134/ZT; and
- g) the Contractor's bid dated July 10, 2019.

### **1.16. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **1.17. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### **1.18. Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:  
"[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **1.19. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### **1.20. Safeguarding Electronic Media**

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.



### **1.21. ACCESS TO CANADA'S PROPERTY AND FACILITIES**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### **1.22. IDENTIFICATION PROTOCOL RESPONSIBILITIES**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

## ANNEX "A", STATEMENT OF WORK

### FCMB Group Processes and Work Place Assessment

#### OBJECTIVE

The Finance and Corporate Management Branch's (FCMB) senior management team recognizes that how we do our work is just as important as what we deliver in our Business Plan. The FCMB management team is therefore making a number of investments to help improve the workplace by ensuring that employees are doing the work that makes the most of their individual skills, talents and experience while making FCMB a more effective, innovative and healthy workplace.

Developing a strong team based approach across FCMB is one of the Vice President's key priorities in 2019. As a result of some areas of concern within his Branch, the Vice President is requesting the assistance of a professional in matters such as Organization Development (OD) and Conflict Management (CM) to conduct an organizational diagnostic in two directorates within his Branch in order to identify the interventions and strategies needed to resolve issues and enable commitment to building and maintaining a healthy workplace. The organizational diagnostic will use the six-box model and framework developed by the American analyst Marvin Weisbord to assess the functioning of organizations. The model represents a particular way of looking at organizational productivity, effectiveness and workplace well-being. It gives attention to issues such as motivation, workplace respect, management roles and responsibilities, alignment and commitment to organizational goals and objectives (Vision).

This exercise enables and promotes the need for every member of the organization to commit and contribute to workplace well-being.

#### TASKS/ DELIVERABLES

Using the Six-box model, the OD CM professional will:

- **Meet with the Vice President (VP) of FCMB and Director General:** discuss and identify areas of workplace concern within the Directorate
- **Workplace assessment:** develop interview instruments specific to organization's needs based on the six-box model and framework developed by the American analyst Marvin Weisbord to assess the functioning of organizations.
- **Interviews are conducted:** Conduct one-on-one confidential interviews with a representative group of employees for directorates; representative group to be defined by the Vice President; interviews will focus on components of the six box model including:
  - **Purposes:** What 'businesses' are we in?
  - **Structure:** How do we divide up the work?
  - **Relationships:** How do we manage conflict (coordinate) among people? With our technologies?
  - **Rewards:** Is there an incentive for doing all that needs doing?
  - **Leadership:** Is someone keeping the boxes in balance?
  - **Helpful mechanisms:** Have we adequate coordinating technologies?
- **Presentation of interview Findings to DG/VP:**
  - The data collected during the interviews will be analysed and summarized by the Contractor. Findings on specific areas needing improvement will be identified and presented to the Vice President and Director General verbally in a meeting
- **Presentation of interview findings to participants:** While protecting anonymity and confidentiality, the results of the analysis will also be presented to all participants verbally in a meeting where all participants who were interviewed will be engaged as a group to validate the results of the analysis as

well as identify key actions to implement in order to address workplace issues difficulties

The Contractor will facilitate a discussion on the findings with participants and develop an action plan based on Participants input.

- **Final Report:** A written report summarizing the results of the analysis will be provided to the Vice President and the Director General. The Contractor will provide a draft report to the Vice President and Director General for review and comment, then develop the final report based on their input. These reports should include at a minimum:
  - An outline of the Methodology used to conduct the organizational diagnostic
  - The Groups reviewed and their compositions
  - The interview questions asked and the anonymized responses
  - The areas identified as requiring improvement
  - The proposed solutions/improvements/recommendations
  - The action plans for implementation of the proposed solutions with suggested timelines.
- **Verbal Debrief:** a verbal debrief of the participant group session and action plan is provided to VP and DG.

#### **PERIOD OF CONTRACT**

Work plan for each assessment to be conducted, to be approved by the VP of FCMB 2 weeks after contract award, detailing the timelines for:

- Workplace Assessment
- Interviews
- Presentation of Interview Findings to the VP/DG
- Presentation of Interview Findings to the Participants
- Draft Report
- Final Report
- Verbal Debrief

#### **LANGUAGE**

The OD CM professional must provide verbal services fluently in French and English. The OD CM professional must provide the written report in English.

#### **LOCATION OF WORK**

Interviews and meetings will be conducted at CBSA facilities within the National Capital Region (NCR). No travel outside of the NCR will be required. Meetings will be set up by an FCMB employee designated by the Vice President.

**ANNEX "B", BASIS OF PAYMENT**


In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the fixed prices per deliverable as specified in the table below. Customs duties are included and Applicable Taxes are extra except where specified.

The Contractor will not be paid for partial work.

The fixed prices specified below, include the total cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Annex A of this contract, required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Deliverable	Total
Group Processes and Work Place Assessment Directorate #1	\$
Group Processes and Work Place Assessment Directorate #2	\$
	<b>Sub Total</b> <b>\$21,450.00</b>
	<b>Taxes</b> <b>\$2,788.50</b>
	<b>Total</b> <b>\$24,238.50</b>

## ANNEX "C", SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#2

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction FCMB
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Samson HR
4. Brief Description of Work / Brève description du travail Organizational Development	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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<b>PART D - AUTHORIZATION / PARTIE D - AUTORISATION</b>			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Sarah McCormick	Mgr. Planning & Business Operations		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-948-9547		Sarah.McCormick@csa.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Redw Lebo	Sr. Sec Advisor		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
303-791-7300		Redw.Lebo@csa.gc.ca	July 3/2019
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Saumur, Jacques O	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@tpsgc-pwgsc.gc.ca  
Telephone / Téléphone 613-948-1732  
Facsimile / Télécopieur 613-948-1712

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